

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	
v.)	CRIMINAL NO. 04-66-A
)	
ORAL SUER,)	
)	
Defendant.)	

CRIMINAL INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

1. From in or about January 1980 through January 2001, Oral Suer, devised and intended to devise a scheme and artifice to defraud United Way of the National Capital Area (UWNCA) and to obtain money from UWNCA by means of false and fraudulent pretenses and representations and on or about January 26, 2001 and December 2, 1999, in the Eastern District of Virginia, the defendant, Oral Suer, transported, transmitted, and transferred in interstate commerce from Washington, D.C., to Alexandria, Virginia, money of a value of more than \$5,000.00, knowing the money had been converted and taken by fraud.

2. Oral Suer, the Executive Vice President of UWNCA at the time of the scheme caused the issuance of checks drawn on the accounts of UWNCA made payable to Oral Suer as payment for annual leave and expenses.

3. The policy of UWNCA was that annual leave earned, but not taken by the employee, could be submitted to UWNCA for cash payment. During the time period outlined in this charge, the defendant ORAL SUER fraudulently caused the payment to him by UWNCA of \$333,000.00 for annual leave that in truth and fact the defendant did not have and had not

earned.4. The defendant ORAL SUER routinely submitted expense reports to UWNCA for the payment of business expenses claimed by the defendant to have been incurred in connection with his duties as Executive Vice-President of UWNCA. This would include such expenses as official travel, business meals, office supplies and expenses associated with the operation of an automobile provided to him by UWNCA.

5. The defendant submitted numerous false expenses to UWNCA including personal trips billed as business travel, personal bowling equipment billed as “computer supplies”, repairs to personal vehicles billed as repairs to a UWNCA vehicle, expenses submitted more than once, and receipts altered to hide the true nature of the purchase.

6. The defendant received checks from UWNCA at their Washington, D.C. headquarters in payment for certain fraudulent leave and expense claims. The defendant then transported the checks to Virginia where he deposited the funds into his personal account at his bank in Alexandria, Virginia.

7. On the dates set forth below, the defendant transported, transmitted, and transferred in interstate commerce from Washington, D.C., to Alexandria, Virginia, money of a value of \$5,000.00 or more as set forth below, knowing the money to have been converted and taken by fraud.

A. Check number 498893, dated 1/26/01, drawn on United Way of the National Capital Area in the amount of \$33,949.74, deposited at Sun Trust Bank in Alexandria, Virginia, on 1-30-01.

B. Check number 59858, dated 12/2/99, drawn on United Way of the National Capital Area in the amount of \$3,637.01, deposited in Alexandria, Virginia on or about 12/8/99,

which in aggregate with previous deposits exceeded \$5,000.00 of fraudulently obtained expense payments.

(All in violation of Title 18, United States Code, Section 2314).

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

On or about May 21, 1999 in the Eastern District of Virginia and elsewhere, the defendant Oral Suer did willfully cause the making of a false statement of fact and representation of fact, knowing it to be false, in a document required by Title I of the Employee Retirement Income Security Act of 1974 (ERISA) to be kept as part of the records of an employee pension benefit plan, to wit:

The preparation and submission to Mutual of America of a Pension Plan Retirement Application and a Defined Benefit Retirement Plan Report of Retirement on behalf of the United Way of the National Capital Area (UWNCA) reflecting that the defendant Oral Suer was retiring from UWNCA in May 1999 when in truth and fact the defendant was not retiring, and was in fact seeking a lump sum in-service distribution of his pension benefits, which distribution was not authorized under the provisions of the plan.

(All in violation of Title 18, United States Code, Sections 1027 and 2)

Respectfully submitted,

Paul J. McNulty
United States Attorney

By:

Robert W. Wiechering

Assistant United States Attorney

